EXHIBIT A

ROPES & GRAY LLP
ONE INTERNATIONAL PLACE BOSTON, MA 02110-2624 617-951-7000 F 617-951-7050
BOSTON NEW YORK SAN FRANCISCO WASHINGTON, DC

July 7, 2004

Eric P. Christofferson
(617) 951-7976
echristofferson@ropesgray.com

Parmed Pharmaceuticals
4220 Hyde Park Blvd.
Niagara Falls, NY 14305-1789

Re: *In re Pharmaceutical Industry Average Wholesale Price Litigation*

Dear Sir/Madam:

Please find enclosed a corrected subpoena calling for the production of documents in this litigation. This subpoena is being served on behalf of all defendants to the Amended Master Consolidated Class Action Complaint and replaces and supercedes the subpoena dated July 6, 2004. Considering the expedited schedule ordered by the Court, we request that you make productions on a rolling basis as responsive documents are identified.

Please let me know if you have any questions. We look forward to working with you to make the response to this subpoena as efficient and equitable as possible.

Very truly yours,

Eric P. Christofferson

Enclosure

cc: All Counsel of Record (by Verilaw)

CERTIFICATE OF SERVICE

I, Eric P. Christofferson, certify that, on this 7th day of July, 2004, I served a copy of the foregoing document on all counsel of record by electronic service pursuant to Case Management Order No. 2, by causing a copy to be sent to Verilaw Technologies for posting and notification.

Eric P. Christofferson

AO 88 (Rev. 1/94) Subpoena in a Civil Case

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NEW YORK

In re: PHARMACEUTICAL INDUSTRY AVERAGE WHOLESALE PRICE LITIGATION	SUBPOENA IN A CIVIL CASE MDL NO. 1456 Civil Action No. 01-12257-PBS (case pending in D. Mass.)
THIS DOCUMENT RELATES TO ALL ACTIONS	Judge Patti B. Saris

TO: Parmed Pharmaceuticals
4220 Hyde Park Boulevard
Niagara Falls, NY 14305-1798

YOU ARE COMMANDED to appear in the United States District Court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

☐ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME

☒ YOU ARE COMMANDED to produce and permit inspection and copying of the documents set forth in and attached hereto as Schedule A at the place, date, and time specified below:
SEE SCHEDULE A, ATTACHED.

PLACE	DATE AND TIME
Alexander Poole & Co., 11 North Pearl Street, Albany, NY 12207	July 22, 2004 at 9:00AM

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
Attorneys For Defendant Schering-Plough Corporation Warrick Pharmaceuticals Corporation	July 7, 2004

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER
Eric P. Christofferson, Esq.
Ropes & Gray, LLP
One International Place
Boston, MA 02115
(617) 951-7976

(See Rule 45, Federal Rules of Civil Procedure, Parts C & D on Reverse)

AO 88 (Rev. 1/94) Subpoena in a Civil Case

PROOF OF SERVICE		
SERVED	DATE	PLACE
SERVED ON (PRINT NAME)	MANNER OF SERVICE	
SERVED BY (PRINT NAME)	TITLE	

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on _____
DATE

_____
SIGNATURE OF SERVER

_____
ADDRESS OF SERVER

_____

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(C) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party service the subpoena shall not be entitled to inspect and copy materials or inspect the premises expect pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it
(i) fails to allow reasonable time for compliance;
(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or
(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party of an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

SCHEDULE A

I. DEFINITIONS

1. "Document(s)" is used in the broadest possible sense and means without limitation, any written, printed, typed, Photostatted, photographed, recorded or otherwise reproduced or stored communication or representation, whether comprised of letters, words, numbers, data, pictures, sounds or symbols, or any combination thereof. This definition includes copies or duplicates of documents contemporaneously or subsequently created which have any non-conforming notes or other markings. Without limiting the generality of the foregoing, "document" includes, but is not limited to, correspondence, memoranda, notes, records, letters, envelopes, telegrams, messages, studies, analyses, contracts, agreements, working papers, accounts, analytical records, reports and/or summaries of investigations, trade letters, press releases, comparisons, books, calendars, diaries, articles, magazines, newspapers, booklets, brochures, pamphlets, circulars, bulletins, notices, drawings, diagrams, instructions, notes of minutes of meetings or of other communications of any type, including inter-office and intra-office communications, electronic mail/messages and/or "e-mail", electronically stored telephone messages and/or "voice-mail", questionnaires, surveys, charts, graphs, photographs, phonograph recordings, films, tapes, disks, data cells, print-outs of information stored or maintained by electronic data processing or work processing equipment, all other data compilations from which information can be obtained (by translation, if necessary, by you through detection devices into usable form), including, without limitation, electromagnetically sensitive storage media such as floppy disks, hard disks and magnetic tapes and any preliminary versions, as well as drafts or revisions of any of the foregoing, whether produced or authored by you or anyone else.

2. "All documents" means every document and every non-identical copy known to you and every such document or writing which you can locate or discover by reasonably diligent efforts, including, but not limited to, documents now in the possession, custody or control of Defendant, its merged or acquired predecessors, its former and present directors, officers, counsel, agents, employees and/or persons acting on its behalf.

3. The term "Defendant" refers to the following companies: (i) Abbott Laboratories; (ii) Amgen Inc.; (iii) AstraZeneca Pharmaceuticals LP and Zeneca Inc. (collectively referred to as "AstraZeneca"); (iv) Aventis Pharmaceuticals, Inc., Aventis Behring L.L.C., Hoechst Marion Roussell, Inc., and Centon L.L.C. (collectively referred to as "Aventis"); (v) Bayer Corporation; (vi) Baxter International Inc.; (vii) Bristol-Myers Squibb Co., Oncology Therapeutics Network Corp., and Apothecon, Inc. (collectively referred to as "BMS"); (viii) Dey, Inc.; (ix) Fujisawa Healthcare, Inc.; (x) GlaxoSmithKline, P.L.C., SmithKline Beecham Corporation, and Glaxo Wellcome, Inc. (collectively referred to as "GSK"); (xi) Immunex Corporation; (xii) Johnson & Johnson, Centocor, Inc., Janssen Pharmaceutica Products, L.P., McNeil-PPC, Inc., and Ortho Biotech (collectively referred to as "Johnson & Johnson"); (xiii) Novartis Pharmaceuticals Corporation; (xiv) Pfizer, Inc.; (xv) Pharmacia Corporation; (xvi) Schering-Plough Corporation and Warrick Pharmaceuticals Corporation (collectively referred to as "Schering-Plough"); and (xvii) TAP Pharamaceuticals Products, Inc., and Watson Pharmaceuticals, Inc. (collectively referred to as "TAP").

4. "You" or "Your" means Parmed Pharmaceuticals and any of its subsidiaries, divisions, affiliates, officers, directors, employees or agents, including, but not limited to, attorneys and accountants.

5. "Person" shall refer to natural persons, firms, joint owners, associations, companies, partnerships, joint ventures, corporations, trusts, estates, agencies, departments or bureaus (government or private), and any other form of business, governmental or juridical person or legal entity.

6. "Concerning" means relating to, referring to, in connection with, pertaining to, describing, discussing, analyzing, reflecting, summarizing, evidencing, embodying or constituting.

7. "Meeting" means any discussion between two or more persons either in person or telephonically.

8. "Communication" and "communications" are used in a comprehensive sense, and shall mean and include every conceivable manner or means of disclosure, transfer or exchange of oral or written information (in the form of facts, ideas, inquiries or otherwise) between one or more persons or entities including, but not limited to, writings, documents, inter- and intra-office memoranda, correspondence, meetings, conferences, conversations, and/or agreements, whether face-to-face, by telephone, by mail, by telecopier, by telex, by computer or otherwise.

9. "Private Payor" means any non-government entity or program that reimburses Providers for drugs or health care services, including but not limited to health insurance companies, health maintenance organizations, preferred provider organizations, self insurance plans, health plans, unions, and welfare and benefit plans.

10. "Provider" means any physician or entity that provides health care.

11. "AWP" or "Average Wholesale Price" refers to the benchmark periodically published by one or more pharmaceutical industry compendia, including the Drug Topics Red Book (the "Red Book"), American Druggist First Databank Annual Directory of Pharmaceuticals ("First DataBank"), Essential Directory of Pharmaceuticals (the "Blue Book"), and Medi-Span's Master Drug Database ("Medi-Span").

12. "Rebates" include access rebates for the placement of produces on a formulary, rebates based upon the sales volumes for drugs, and market-share rebates for garnering higher market share than established targets.

13. "Publication" means a publication identified in Health Care Financing Administration Program Memorandum AB-99-63 and includes the *First DataBank, Red Book, Blue Book,* and *Medispan.*

14. "Government Investigation" refers to any ongoing or closed investigation or inquiry conducted by Congress, a committee or sub-committee of Congress (including but not limited to the Consumer, Energy and/or Ways and Means Committees), the United States Department of Justice, the United States General Accounting Office, the Federal Trade Commission, the Office of the United States Inspector General, the United States Department of Health and Human Services, or any other federal, state or local governmental entity, and includes but is not limited to instances in which you have been served by such entities with Civil Investigative Demands, subpoenas, document requests or other requests.

15. "Identified Drugs" are the drugs included in Exhibit A hereto and include drugs that You have repackaged or relabeled.

16. Direct Store Delivery" occurs when You take title and possession of Identified Drugs that You then sell to a purchaser.

17. "Dock-to-Dock Delivery" occurs when You take title of Identified Drugs, but possession of such Identified Drugs is transferred directly from a Defendant to a purchaser.

18. "Drop Shipment Delivery" occurs when You coordinate a purchase of Identified Drugs, but You take neither title nor possession of such Identified Drugs.

II. RULES OF CONSTRUCTION

1. All/Each – The terms "all" and "each" shall be construed as meaning either all and each as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside its scope.

2. And/Or – The connectives "and" and "or" shall be construed either disjunctively and conjunctively as necessary to bring within the scope of the discovery request all responses that might otherwise be construed to be outside its scope.

3. The use of the singular form of any word shall include the plural and vice versa.

4. The masculine gender includes the feminine.

III. INSTRUCTIONS

1. In producing documents and other materials, you must furnish all documents or things in your possession, custody or control, regardless of whether such documents or materials are possessed directly by you or your directors, officers, agents, employees, representatives, subsidiaries, managing agents, affiliates, investigators, or by your attorneys or their agents, employees, representatives or investigators.

2. In producing documents, you must produce the original of each document requested together with all non-identical copies and drafts of that document. If the original of any document cannot be located, a copy shall be provided in lieu thereof, and shall be legible and bound or stapled in the same manner as the original (to the extent this is known).

3. Documents shall be produced as they are kept in the usual course of business or shall be organized and labeled to identify any file number, file name, or any other file identification system utilized by the responding party, as well as the location and custodian of such records. These requests include Defendants' request to inspect physically any file drawer, filing cabinet or any other storage device where documents responsive to these requests are maintained at the time of the inspection of such documents.

4. Documents attached to each other should not be separated.

5. If any responsive document was, but is no longer, in the possession or subject to your control, state whether it (i) is missing or lost, (ii) has been destroyed, (iii) has been transferred, voluntarily or involuntarily, to others, or (iv) has been otherwise disposed of, and in each instance explain the circumstances surrounding, and state the date or approximate date of, such disposition.

6. In the event that you object to any document request on the grounds of privilege or work product, a statement shall be provided as to each document which includes:

a. the name of the other of the document;

b. the name of the recipient of the document;

c. the names of the persons to whom copies were sent;

d. the job title of every individual names in (a), (b), and (c) above;

e. the date the document was created, sent, and received;

f. the location of the document;

g. the custodian of the document;

h. a brief description of the nature and subject matter of the document; and

i. a statement of the privilege asserted and each and every fact or basis upon which a privilege is claimed or on which the document is otherwise withheld.

7. Notwithstanding the assertion of any objection to production, if a document contains non-objectionable or non-privileged matter, please produce that document, redacting that portion for which the objection is asserted, provided that the identification requested in paragraphs (h) and (i) above are furnished.

IV. RELEVANT TIME PERIOD

Unless otherwise stated, these requests call for the production of all documents identified in the requests that were generated and/or maintained during the period January 1, 1991, to the date of production (the "Relevant Time Period"), or refer or relate to the Relevant Time Period.

V. DOCUMENTS TO BE PRODUCED

Category 1: Pricing and Pricing-Related

1. All documents evidencing the prices paid to You and Your subsidiaries, divisions, and affiliates for Identified Drugs, including but not limited to, documents evidencing the identity of Your customers and documents sufficient to identify whether the prices relate to Direct Store Delivery, Dock-to-Dock Delivery, or Drop Shipment Delivery.

2. All documents evidencing the net transaction cost to Your customers for Your sales of Identified Drugs.

3. All documents sufficient to show the rebates, discounts, chargebacks and other adjustments provided to You by a Defendant, or administered by You on behalf of a Defendant, for each of the Identified Drugs.

4. All documents relating to a Defendant's suggested price for any Identified Drug, including but not limited to prices that a Defendant has suggested for sales that You make to a member of a group purchasing organization.

Category 2: AWP, Publications and Pricing Surveys

5. All documents concerning AWP, including but not limited to (i) documents related to Your use of AWP as a pricing term or pricing benchmark in any of Your contracts; (ii) documents discussing how You or others define AWP; (iii) documents discussing how AWP has been, or is currently, calculated; (iv) documents identifying the source that You use for determining AWPs; (v) all communications between you and a Defendant concerning AWP. (vi) all communications between you and a Publisher concerning AWP; and (vii) all communications between you and a Pharmacy Benefit Manager concerning AWP.

6. All documents relating to Your role, or a Defendant's role, in the publication, appearance, or advertisement of the AWP of each Identified Drug in Publications during the Relevant Time Period.

7. All documents concerning any pricing survey conducted by any Publication. This request includes but is not limited to any pricing data that You received or provided to a Publication.

8. All contracts with Publications and all communications with Publications regarding Identified Drugs.

Category 3: Relationships with Pharmacies and PBMs

9. All contracts between You and the five largest retail pharmacies. "Five largest retail pharmacies" refers to the five pharmacies that represent Your largest retail pharmacy sales volume over the past three calendar years.

10. All contracts between You and the three largest independent pharmacies. "Three largest independent pharmacies" refers to the three pharmacies that represent Your largest independent pharmacy sales volume over the past three calendar years.

11. All contracts between You and the three smallest independent pharmacies. "Three smallest independent pharmacies" refers to the three pharmacies that represent Your smallest independent pharmacy sales volume over the past three calendar years.

12. All contracts between You and Pharmacy Benefit Managers Caremark, Medco, Express Scripts, and Advance PCS.

Category 4: Investigations, Suits and Complaints

13. All documents produced by You, whether voluntarily or involuntary, in any Government Investigation or inquiry related to the use of AWP, Rebates or any other consideration provided to you by a Defendant.

14. All documents relating to any legal proceeding (by country, court, caption, case number, etc.), including but not limited to court hearings, legislative hearings, mediations or arbitrations, in which you were a party, regarding the use of AWP, Rebates or any other consideration provided to you by a Defendant.

15. All affidavits, declarations, depositions, or other written statements, including drafts, provided by you regarding the use of AWP, Rebates or any other consideration provided to you by a Defendant.

Category 5: Miscellaneous

16. All current and historical organizational charts for all of Your departments.

17. All documents sufficient to identify Your policy or practice of document retention, destruction, disposal or preservation for each year during the Relevant Time Period.

16. All documents sufficient to identify all services offered by You to purchasers in connection with the sale of the Identified Drugs.

EXHIBIT A

ALL DRUGS LISTED BELOW ARE SUBJECT TO THESE DISCOVERY REQUESTS

Abbott	Acetylcyst
Abbott	Acyclovir
Abbott	A-Methapred
Abbott	Amikacin
Abbott	Amikacin Sul
Abbott	Aminosyn
Abbott	Biaxin
Abbott	Calcijex
Abbott	Cimetidine
Abbott	Clindamycin
Abbott	Depakote
Abbott	Depakote SPR
Abbott	Dextrose
Abbott	Dextrose w/Sodium Chloride
Abbott	Diazepam
Abbott	Ery-Tab
Abbott	Erythromycin Cap
Abbott	Erythromycin Tab Bs
Abbott	Fentanyl Cit
Abbott	Furosemide
Abbott	Gentamicin
Abbott	Heparin Lock
Abbott	Leucovor CA
Abbott	Lorazepam
Abbott	Prevacid Cap
Abbott	Prevacid Gra
Abbott	Sod Chloride
Abbott	Sodium Chloride Sol
Abbott	Tobra/Nacl
Abbott	Tobramycin
Abbott	Vancomycin
Allen & Hanburys	Beconase AQ SPR
Allen & Hanburys	Flonase SPR
Allen & Hanburys	Serevent AER
Allen & Hanburys	Serevent DIS MIS
Amgen	Aranesp
Amgen	Enbrel
Amgen	Epogen
Amgen	Kineret

Amgen	Neulasta
Amgen	Neupogen
Astrazeneca	Accolate
Astrazeneca	Arimidex
Astrazeneca	Casodex
Astrazeneca	Diprivan
Astrazeneca	Nolvadex
Astrazeneca	Seroquel
Astrazeneca	Zestril
Astrazeneca	Zoladex
Astrazeneca	Zomig
Astrazeneca	Zomig ZMT
Astrazeneca	Atacand
Astrazeneca	Atacand HCT
Astrazeneca	Entocort EC
Astrazeneca	Nexium
Astrazeneca	Prilosec
Astrazeneca	Pulmicort
Astrazeneca	Rhinocort
Astrazeneca	Toprol XL
Aventis	Allegra
Aventis	Allegra-D
Aventis	Amaryl
Aventis	Anzemet
Aventis	Arava
Aventis	Azmacourt
Aventis	Calcimar
Aventis	Carafate
Aventis	Cardizem Cap
Aventis	Cardizem Inj
Aventis	Cardizem Tab
Aventis	Gammar
Aventis	Gammar P-IV
Aventis	Intal
Aventis	Intal INH
Aventis	Nasacort
Aventis	Nasacort AQ
Aventis	Taxotere
Aventis	Trental
B. Braun	Dextrose
B. Braun	Dextrose with sodium chloride
B. Braun	Dextrose with lactated ringers

B. Braun	Heparin with dextrose
B. Braun	Heparin with sodium chloride
B. Braun	Sodium chloride IV solution
B. Braun	Sodium chloride irrigation
Baxter	Aggrastat
Baxter	Ativan
Baxter	Bebulin VH
Baxter	Brevibloc
Baxter	Buminate
Baxter	Cisplatin
Baxter	Claforan/D5W
Baxter	Dextrose
Baxter	Doxorubicin
Baxter	Gammagard SD
Baxter	Gentam/NACL
Baxter	Gentran 40
Baxter	Gentran 75
Baxter	Gentran/Trav
Baxter	Heparin Lock
Baxter	Iveegam
Baxter	Iveegam EN
Baxter	Osmitrol
Baxter	Osmitrol VFX
Baxter	Recombinate
Baxter	Sod Chloride
Baxter	Sodium Chlor Sol
Baxter	Travasol
Baxter	Travasol w/Dextrose
Baxter	Vancocin HCL
Baxter	Vancocin/Dex
Bayer Pharmaceutical	Cipro
Bayer Pharmaceutical	Cipro Cystit Tab
Bayer Pharmaceutical	Cipro I.V.
Bayer Pharmaceutical	Cipro XR
Bayer Pharmaceutical	DTIC-DOME
Bayer Pharmaceutical	Gamimune N
Bayer Pharmaceutical	Koate-HP
Bayer Pharmaceutical	Kogenate FS
Bayer Pharmaceutical	Mithracin
B-M Squibb	Paraplatin Inj
B-M Squibb	Blenoxane
B-M Squibb	Cytoxan

B-M Squibb	Etopophos
B-M Squibb	Rubex
B-M Squibb	Taxol
B-M Squibb	Vepesid
B-M Squibb	Ividex EC
B-M Squibb	Avapro
B-M Squibb	Buspar
B-M Squibb	Cefzil
B-M Squibb	Glucophage)
B-M Squibb	Glucovance)
B-M Squibb	Monopril)
B-M Squibb	Plavix)
B-M Squibb	Serzone)
B-M Squibb	Tequin)
B-M Squibb	Coumadin
Apothecon	Amikin (amikacin sulfate)
Apothecon	Fungizone (amphotercin b)
Cerenex	Amerge
Cerenex	Imitrex
Cerenex	Zofran
Dey Labs	Acetylcysteine
Dey Labs	Albuterol
Dey Labs	Cromolyn Sodium
Dey Labs	Ipratropium
Dey Labs	Metaproteren Neb
Fujisawa	Aristocort
Fujisawa	Aristospan
Fujisawa	Cefizox
Fujisawa	Cefizox/D5W
Fujisawa	Cyclocort
Fujisawa	Lyphosin
Fujisawa	Nebupent or Pentam 300
Fujisawa	Prograf
Fujisawa	Vinblastine Sulfate
Gensia	Amikacin Sulfate
Gensia	Amphotercin B
Gensia	Etoposide
Gensia	Leucovorin Calcium
GlaxoSmithKline	Advair Diskus
GlaxoSmithKline	Agenerase

GlaxoSmithKline	Agenerase SOL
GlaxoSmithKline	Alkeran
GlaxoSmithKline	Amerge
GlaxoSmithKline	Beconase
GlaxoSmithKline	Ceftin
GlaxoSmithKline	Combivir
GlaxoSmithKline	Daraprim
GlaxoSmithKline	Epivir
GlaxoSmithKline	Epivir HBV
GlaxoSmithKline	Flonase
GlaxoSmithKline	Flovent
GlaxoSmithKline	Flovent ROTA
GlaxoSmithKline	Imitrex
GlaxoSmithKline	Kytril
GlaxoSmithKline	Lamictal
GlaxoSmithKline	Lanoxin
GlaxoSmithKline	Lanoxin Ped
GlaxoSmithKline	Leukeran
GlaxoSmithKline	Mepron
GlaxoSmithKline	Myleran
GlaxoSmithKline	Navelbine
GlaxoSmithKline	Paxil
GlaxoSmithKline	Paxil CR
GlaxoSmithKline	Purinethol
GlaxoSmithKline	Relenza
GlaxoSmithKline	Retrovir
GlaxoSmithKline	Servent
GlaxoSmithKline	Thioguanine
GlaxoSmithKline	Trizivir
GlaxoSmithKline	Valtrex
GlaxoSmithKline	Ventolin HFA
GlaxoSmithKline	Wellbutrin
GlaxoSmithKline	Zantac
GlaxoSmithKline	Ziagen
GlaxoSmithKline	Zofran
GlaxoSmithKline	Zovirax
GlaxoSmithKline	Zyban
Immunex	Leucovorin Calcium
Immunex	Leukine
Immunex	Methotrexate Sodium
Immunex	Novantrone
Immunex	Thioplex
J&J Group (Centocor)	Remicade

J&J Group (Janssen Pharmaceutica)	Aciphex
J&J Group (Janssen Pharmaceutica)	Duragesic
J&J Group (Janssen Pharmaceutica)	Reminyl
J&J Group (Janssen Pharmaceutica)	Risperdal
J&J Group (Janssen Pharmaceutica)	Sporanox
J&J Group (Ortho McNeil Pharmaceutical)	Bicitra
J&J Group (Ortho McNeil Pharmaceutical)	Elmiron
J&J Group (McNeil-PPC)	Flexeril
J&J Group (Ortho McNeil Pharmaceutical)	Floxin
J&J Group (Ortho McNeil Pharmaceutical)	Haldol
J&J Group (Ortho McNeil Pharmaceutical)	Haldol Decan
J&J Group (Ortho McNeil Pharmaceutical)	Levaquin
J&J Group (Ortho McNeil Pharmaceutical)	Mycelex
J&J Group (Ortho McNeil Pharmaceutical)	Pancrease
J&J Group (Ortho McNeil Pharmaceutical)	Pancrease MT
J&J Group (Ortho McNeil Pharmaceutical)	Parafon Fort
J&J Group (Ortho McNeil Pharmaceutical)	Polycitra
J&J Group (Ortho McNeil Pharmaceutical)	Polycitra-K
J&J Group (Ortho McNeil Pharmaceutical)	Polycitra-K Sol
J&J Group (Ortho McNeil Pharmaceutical)	Polycitra-LC Sol
J&J Group (Ortho McNeil Pharmaceutical)	Regranex
J&J Group (Ortho McNeil Pharmaceutical)	Terazol 3
J&J Group (Ortho McNeil Pharmaceutical)	Terazol 7
J&J Group (Ortho McNeil Pharmaceutical)	Testoderm
J&J Group (Ortho McNeil Pharmaceutical)	Tolectin
J&J Group (Ortho McNeil Pharmaceutical)	Tolectin DS
J&J Group (Ortho McNeil Pharmaceutical)	Topamax
J&J Group (Ortho McNeil Pharmaceutical)	Tylenol/Cod
J&J Group (Ortho McNeil Pharmaceutical)	Tylox
J&J Group (Ortho McNeil Pharmaceutical)	Ultracet
J&J Group (Ortho McNeil Pharmaceutical)	Ultram
J&J Group (Ortho McNeil Pharmaceutical)	Urispas
J&J Group (Ortho McNeil Pharmaceutical)	Vascor
J&J Group (Ortho Biotech Products)	Procrit
J&J Group (Ortho Neutrogena)	Erycette
J&J Group (Ortho Neutrogena)	Grifulvin V
J&J Group (Ortho Neutrogena)	Monistat
J&J Group (Ortho Neutrogena)	Renova
J&J Group (Ortho Neutrogena)	Retin-A
J&J Group (Ortho Neutrogena)	Retin-A Micr Gel
J&J Group (Ortho Neutrogena)	Spectazole Cream
Novartis	Clozaril
Novartis	Combipatch
Novartis	Comtan

Novartis	Estraderm
Novartis	Exelon
Novartis	Femara
Novartis	Lamisil
Novartis	Lamprene
Novartis	Lescol
Novartis	Lescol XL
Novartis	Lotensin
Novartis	Lotensin HCT
Novartis	Lotrel
Novartis	Miacalcin
Novartis	Parlodel
Novartis	Ritalin
Novartis	Ritalin LA
Novartis	Starlix
Novartis	Tegretol
Novartis	Tegretol XR
Novartis	Trileptal
Novartis	Vivelle
Novartis	Vivelle-DOT
Pfizer	Accupril
Pfizer	Accuretic
Pfizer	Cardura
Pfizer	Celontin
Pfizer	Dilantin
Pfizer	Dilantin-125
Pfizer	Estrostep FE
Pfizer	Femhrt 1/5
Pfizer	Lipitor
Pfizer	Lopid
Pfizer	Minizide
Pfizer	Nardil
Pfizer	Neurontin
Pfizer	Nitrostat
Pfizer	Renese
Pfizer	Rescriptor
Pfizer	Viracept
Pfizer	Zarontin
Pfizer	Zithromax
Pfizer	Zoloft
Pfizer	Zyrtec
Pharmacia	Adriamycin PFS
Pharmacia	Adriamycin RDF

Pharmacia	Adrucil
Pharmacia	Amphocin
Pharmacia	Amphotercin B
Pharmacia	Bleomycin Sulfate
Pharmacia	Celebrex
Pharmacia	Cleocin-T
Pharmacia	Cytarabine (Cytosar-U)
Pharmacia	Depo-Testosterone
Pharmacia	Etoposide
Pharmacia	Neosar
Pharmacia	Solu-Cortef
Pharmacia	Solu-Medrol
Pharmacia	Toposar
Pharmacia	Vincasar PFS
Schering	Clarinex
Schering	Claritin
Schering	Claritin-D
Schering	Diprolene
Schering	Diprolene AF
Schering	Diprosone
Schering	Elocon
Schering	Eulexin
Schering	Integrilin
Schering	Intron-A
Schering	Lotrisone
Schering	Nasonex
Schering	Peg-Intron
Schering	Proventil
Schering	Rebetol
Schering	Sebizon
Schering	Temodar
Schering	Trinalin Rep
Schering	Vanceril
Warrick	Albuterol
Warrick	Clotrimazole
Warrick	Griseofulvin, Ultramicrocry
Warrick	ISMN
Warrick	Oxaprozin
Warrick	Perphenazine
Warrick	Potassium Chloride
Warrick	Sodium Chloride
Warrick	Sulcrafate Tablets
Warrick	Theophylline

Sicor	Acyclovir Sodium
Sicor	Amikacin Sulfate
Sicor	Doxorubicin
Sicor	Etoposide
Sicor	Leucovorin Calcium
Sicor	Pentamidine Isethionate
Sicor	Tobramycin Sulfate
TAP	Prevacid
Watson	Dexamethasone Acetate8
Watson	Dexamethasone Sodium Phosphate
Watson	Diazepam
Watson	Estradiol
Watson	Ferrlecit
Watson	Fluphenazine HCL
Watson	Gemfibrozil
Watson	Gentamicin Sulfate
Watson	Imipramine HCL
Watson	Infed
Watson	Lorazepam
Watson	Nadolol
Watson	Perphenazine2
Watson	Propranolol
Watson	Ranitidine
Watson	Vancomycin HCL
Watson	Verapamil HCL

AFFIDAVIT OF SERVICE ON A CORPORATION

State of: New York
Court: U.S. District
County of:
Index #:
Date Purchased:
Western District
01-12257-PBS

Plaintiff/Petitioner:
In re: Pharmaceutical Industry Average Wholesale Price Litigation

Defendant/Respondent: *vs:*

State of: NY
County of: Niagara

Thomas J Richau II, being duly sworn, deposes and says: that deponent is not a party to this action, is over 18 years of age and resides at: Niagara Falls , NY
that on: **7/13/2004** at: **3pm** at: 4220 Hyde Park Boulevard, Niagara Falls, NY 14305
deponent served the within:

Subpoena In A Civil Case

*
* Return Date if any:**7/22/2004**

ON: **Parmed Pharmaceuticals**

CORPORATION ☒ A corporation, by delivering thereat a true copy of each to: Lisa Wert personally, deponent knew said corporation so served to be the corporation, described in same as Witness and knew said individual to be: Managing Agent ,thereof an authorized person to accept service of process.

DESCRIPTION ☒ SEX: Female, SKIN COLOR: White, AGE: 36 - 50 Yrs., HEIGHT: 5'4" - 5'8", HAIR COLOR: Black, WEIGHT: 100 - 130 Lbs., Other identifying features:

WITNESS FEE ☐ $ the authorizing traveling expenses and one day's witness fee was paid(tendered) to the Witness

Sworn to before me on this: 7/14/2004

Notary Public

RACQUEL WADDING
Notary Public, State of NY
Qualified in Niagara County
My Commission Expires
May 5, 2007

Thomas J Richau II
Print name below signature

Action#: 200412887 Client File#: 0414130

ALEXANDER POOLE & CO.
11 NORTH PEARL ST., P.O. BOX 69
ALBANY, NY 12201

PROOF OF SERVICE		
SERVED: Parmed Pharmaceuticals	DATE: 7/13/2004	PLACE: 4250 Hyde Park Blvd, Niagara Falls NY 14305
SERVED ON (PRINT NAME): Lisa Wert	MANNER OF SERVICE: Corporation	
SERVED BY (PRINT NAME): Thomas J. Richault	TITLE: Managing Agent	

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on 7/14/2004
DATE

Thomas J. Richault II
SIGNATURE OF SERVER

ADDRESS OF SERVER

DESCRIPTION OF PERSON SERVED: APPROX. AGE: 45
WEIGHT: 125 HEIGHT: 5'5 SEX: F COLOR OF SKIN: W
HAIR COLOR: Black OTHER:

Rule 45, Federal Rules of Civil Procedure, Parts C & D:

(C) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party service the subpoena shall not be entitled to inspect and copy materials or inspect the premises expect pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it
(i) fails to allow reasonable time for compliance;
(ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held, or
(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or
(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or
(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or
(iii) requires a person who is not a party of an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

EXHIBIT B

LAW OFFICES
HYMAN, PHELPS & MCNAMARA, P.C.
700 THIRTEENTH STREET, N.W.
SUITE 1200
WASHINGTON, D. C. 20005-5929
(202) 737-5600
FACSIMILE
(202) 737-9329
www.hhm.com

JAMES R. PHELPS
PAUL M. HYMAN
ROBERT A. DORMER
STEPHEN H. MCNAMARA
ROGER C. THIES
THOMAS SCARLETT
JEFFREY N. GIBBS
BRIAN J. DONATO
FRANK J. SASINOWSKI
DIANE B. MCCOLL
A. WES SIEGNER, JR.
ALAN M. KIRSCHENBAUM
DOUGLAS B. FARQUHAR
JOHN A. GILBERT, JR.
JOHN R. FLEDER
MARC H. SHAPIRO
FRANCES K. WU
ROBERT T. ANGAROLA
(1945-1996)

JENNIFER B. DAVIS
OF COUNSEL

DAVID B. CLISSOLD
CASSANDRA A. SOLTIS
JOSEPHINE M. TORRENTE
MICHELLE L. BUTLER
ANNE MARIE MURPHY
PAUL L. FERRARI
JEFFREY N. WASSERSTEIN
MICHAEL D. BERNSTEIN
LARRY K. HOUCK
DARA S. KATCHER*
KURT R. KARST
MOLLY C. ANDRESEN
SHAWN M. BROWN*

*NOT ADMITTED IN DC

DIRECT DIAL (202) 737-4580

July 21, 2004

By Facsimile

Eric P. Christofferson, Esq.
Ropes & Gray, LLP
One International Place
Boston, Massachusetts 02115

Dear Mr. Christofferson:

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, Parmed Pharmaceuticals objects to the Subpoena served on it on July 13, 2004 in In re: Pharmaceutical Industry Average Wholesale Price Litigation.

The Subpoena is unduly vague, overly broad and unduly burdensome. Among other things, the Subpoena fails to specify the documents sought with reasonable particularity, requires disclosure of privileged materials and confidential commercial information, and requires Parmed, a non-party in this litigation, to incur substantial expense.

Sincerely,

John R. Fleder

JRF/eam

2603 MAIN STREET
SUITE 760
IRVINE, CALIFORNIA 92614
(949) 553-7400
FAX: (949) 553-7433

4619 EMPEROR BOULEVARD
SUITE 400
DURHAM, NORTH CAROLINA 27703
(919) 313-4750

LAW OFFICES
HYMAN, PHELPS & MCNAMARA, P.C.

JAMES R. PHELPS
PAUL M. HYMAN
ROBERT A. DORMER
STEPHEN H. MCNAMARA
ROGER C. THIES
THOMAS SCARLETT
JEFFREY N. GIBBS
BRIAN J. DONATO
FRANK J. SASINOWSKI
DIANE B. MCCOLL
A. WES SIEGNER, JR.
ALAN M. KIRSCHENBAUM
DOUGLAS B. FARQUHAR
JOHN A. GILBERT, JR.
JOHN R. FLEDER
MARC H. SHAPIRO
FRANCES K. WU

ROBERT T. ANGAROLA
(1945-1998)

700 THIRTEENTH STREET, N.W.
SUITE 1200
WASHINGTON, D. C. 20005-5929
(202) 737-5600
FACSIMILE
(202) 737-9329
www.hpm.com

JENNIFER B. DAVIS
OF COUNSEL

DAVID B. CLISSOLD
CASSANDRA A. SOLTIS
JOSEPHINE M. TORRENTE
MICHELLE L. BUTLER
ANNE MARIE MURPHY
PAUL L. FERRARI
JEFFREY N. WASSERSTEIN
MICHAEL D. BERNSTEIN
LARRY K. HOUCK
DARA S. KATCHER*
KURT R. KARST
MOLLY C. ANDRESEN
SHAWN M. BROWN*

*NOT ADMITTED IN DC

FACSIMILE TRANSMITTAL SHEET

Tel. No.: (202) 737-5600 Fax No.: (202) 737-9329

FROM: John R. Fleder **DATE:** July 21, 2004

TO: Eric P. Christofferson, Ropes & Gray LLP **FAX NO.:** (617) 951-7050

NO. OF PAGES (including this page): 2

2603 MAIN STREET
SUITE 760
IRVINE, CALIFORNIA 92614
(949) 553-7400
FAX: (949) 553-7433

4819 EMPEROR BOULEVARD
SUITE 400
DURHAM, NORTH CAROLINA 27703
(919) 313-4750
FAX (919) 313-4751

EXHIBIT C

SMLN-01-1 Wholesaler Corresp.

LAW OFFICES
HYMAN, PHELPS & MCNAMARA, P.C.

JAMES R. PHELPS
PAUL M. HYMAN
ROBERT A. DORMER
STEPHEN H. MCNAMARA
ROGER C. THIES
THOMAS SCARLETT
JEFFREY N. GIBBS
BRIAN J. DONATO
FRANK J. SASINOWSKI
DIANE B. MCCOLL
A. WES SIEGNER, JR.
ALAN M. KIRSCHENBAUM
DOUGLAS B. FARQUHAR
JOHN A. GILBERT, JR.
JOHN R. FLEDER
MARC H. SHAPIRO
FRANCES K. WU

ROBERT T. ANGAROLA
(1945-1996)

700 THIRTEENTH STREET, N.W.
SUITE 1200
WASHINGTON, D. C. 20005-5929
(202) 737-5600
FACSIMILE
(202) 737-9329
www.hpm.com

DIRECT DIAL
(202) 737-4286

JENNIFER B. DAVIS
OF COUNSEL

DAVID B. CLISSOLD
CASSANDRA A. SOLTIS
JOSEPHINE M. TORRENTE
MICHELLE L. BUTLER
ANNE MARIE MURPHY
PAUL L. FERRARI
JEFFREY N. WASSERSTEIN
MICHAEL D. BERNSTEIN
LARRY K. HOUCK
DARA S. KATCHER*
KURT R. KARST
MOLLY C. ANDRESEN
SHAWN M. BROWN*

*NOT ADMITTED IN DC

October 5, 2004

BY FACSIMILE

Eric P. Christofferson, Esq.
Ropes & Gray, LLP
One International Place
Boston, Massachusetts 02115

Dear Mr. Christofferson:

As we discussed on September 21, 2004, and again on October 1, 2004, this letter responds to your unwillingness to narrow the scope of the subpoena issued to non-party Parmed, our client, in In re: Pharmaceutical Industry Average Wholesale Price Litigation. After weeks of good faith efforts on our part to determine the documents you really need in this litigation, and substantial efforts on the part of Parmed to respond, we agreed on the documents that Parmed would produce. However, it is unfortunate that you will not provide any assurance that your client will deem the production of the documents you verbally requested to be full compliance with the subpoena. It is particularly troubling that, despite repeated claims by you that you must "see" the documents before you can give an assurance of Parmed's compliance, you have rejected our recent offer to have you view the documents in our possession before you commit that Parmed's production of those documents would end Parmed's obligations under the subpoena. Parmed must be assured that if it produces the documents we discussed, your client will not seek later production of other documents.

Parmed is not a party to In re: Pharmaceutical Industry Average Wholesale Price Litigation. The subpoena issued to them in July 2004 was unduly vague, overly broad, and unduly burdensome. Further, it required disclosure of privileged materials and confidential commercial information, and requires Parmed, a non-party in this litigation, to incur substantial expense. We responded as such in our letter dated July 21, 2004. This letter fully satisfied our obligations under Rule 45(c)(2)(B).

2603 MAIN STREET
SUITE 760
IRVINE, CALIFORNIA 92614
(949) 553-7400
FAX: (949) 553-7433

4819 EMPEROR BOULEVARD
SUITE 400
DURHAM, NORTH CAROLINA 27703
(919) 313-4750
FAX: (919) 313-4751

Despite this response, we have had continuing conversations to determine the specific information you needed, and have conveyed our intent to cooperate by providing that information that would not be privileged or overly burdensome to our client. During our conversation on September 21, 2004, we discussed production of aggregate pricing data, by subject drug, on a quarterly basis, for the past 5 years. I told you that so long as customer names were removed, I thought this request was reasonable and that we understood your need for this information quickly.

When I asked if you could agree that this production would bring Parmed within full compliance of the subpoena, you stated that you could provide no such assurance. Because you will not agree that this production will bring Parmed into full compliance with the subpoena, you are leaving open the possibility of future demands that may extend to the full scope of this overly broad, unduly vague and burdensome subpoena. This is unacceptable.

In our conversations on October 1, 2004, I explained that Parmed could not produce the documents you specifically requested without assurances that there would be no future demands for further document productions. After you stated, again, that you could not make any such assurances until you have "seen" the documents Parmed will produce, I offered you the opportunity to view the documents you requested. I stated that if, after seeing the documents, you could then assure me that the production completed Parmed's compliance with the subpoena, we would produce these documents to you. I further stated that if, after seeing the Parmed production, you decided you needed more documents, we could discuss the documents needed and make arrangements at that time. You refused this offer.

We have made substantial efforts to work with you to satisfy your request for Parmed documents. We understand that you may move to obtain an order from the court to enforce the subpoena issued in July. We are confident no court will issue such an order, as you have admitted to the broad nature of the request.

Please contact me should you have any questions, or should you wish to reconsider our proposal.

Sincerely,

Dara Katcher

Dara S. Katcher

DSK/sas

EXHIBIT D

ROPES & GRAY LLP
ONE INTERNATIONAL PLACE BOSTON, MA 02110-2624 617-951-7000 F 617 951-7050
BOSTON NEW YORK SAN FRANCISCO WASHINGTON, DC

October 6, 2004

Eric P. Christofferson
(617) 951-7976
echristofferson@ropesgray.com

BY FACSIMILE AND VIA FIRST CLASS MAIL

Dara S. Katcher, Esq.
Hyman Phelps & McNamara, P.C.
700 Thirteenth St., N.W.
Suite 1200
Washington, D.C. 20005-5929

Re: In re Pharmaceutical Industry Average Wholesale Price Litigation

Dear Dara:

Thank you for your letter to me dated October 5, 2004. It appears that we have reached an impasse with respect to the subpoena Defendants served on Parmed (the "Subpoena"), but hopefully we are merely experiencing a misunderstanding that we can remedy.

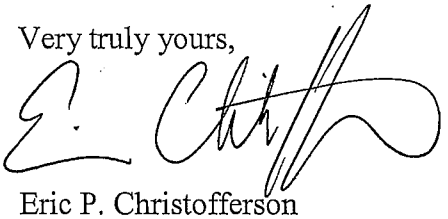
As you suggest in your letter, we had agreed in the first instance that -- in response to the Subpoena -- Parmed would produce an aggregate (on a quarterly basis) of its pricing data for the past five years. You have represented that Parmed does not have contracts with its customers and does not participate in pricing surveys with pharmaceutical pricing publishers, e.g., First DataBank, Redbook, and Medispan, or otherwise provide pricing information to such publishers.

Given these representations, if you do provide us with the proposed set of pricing data, I have every reason to believe that we will need to obtain no further information from Parmed in response to the Subpoena. Without having had the chance to review the production and without our experts having had the chance to analyze the data, however, we are not now in a position to release Parmed from any continuing obligations to produce pursuant to the Subpoena.

We very much appreciate your willingness to discuss these issues with us and we truly hope to resolve them without intervention of the Court. The information within Parmed's possession, however, is of great consequence as we prepare our defense of this case and we will not hesitate to seek the appropriate relief if we cannot otherwise reach a resolution, which I trust will not be necessary.

I look forward to receiving your documents soon.

Very truly yours,



Eric P. Christofferson

cc: Steven A. Kaufman, Esq.